AGREEMENT

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION ON TECHNOLOGY SAFEGUARDS ASSOCIATED WITH THE ACTIVITIES UNDER THE "SEA LAUNCH" PROJECT

The Government of the United States of America and the Government of the Russian Federation, hereinafter referred to as the Parties,

Noting the successful cooperation between U.S. and Russian enterprises in implementing the "Sea Launch" space/rocket project (hereinafter referred to as the "Sea Launch" Project) and seeking to foster such cooperation,

Desiring to continue collaboration in promoting their mutual interests in protecting advanced technologies and reaffirming their common will for further development of scientific and technological cooperation and business partnership, and

Seeking to foster the expansion of cooperation in the sphere of commercial use of outer space for peaceful purposes,

Have agreed as follows:

Article 1
Purpose

This Agreement is entered into for the purpose of precluding the unauthorized access to protected technologies associated with the "Sea Launch" Project Activities, and the unauthorized transfer of such technologies.

Article 2

Definitions

For the purposes of this Agreement, the following terms shall be used:

1. "'Sea Launch' Project" – the cooperation of legal entities of the Russian Federation, the United States of America, Ukraine, and the Kingdom of Norway to commercially develop and operate a sea-based space/rocket complex.

2. "Russian Components of the Launch Vehicle" – components of the Zenit-SL Launch Vehicle or its possible modifications, authorized for export by the Government of the Russian Federation and used to carry out "Sea Launch" Project Activities, with the exception of those that are integrated into the Launch Vehicles and are subject to the Agreement Between the Government of the United States of America and the Government of Ukraine on Technology Safeguards Associated with Ukrainian Launch Vehicles, Missile Equipment and Technical Data for the "Sea Launch" Program of September 29, 1999.

3. "Booster Unit" – the "DM-SL" unit or its possible modifications and/or its components authorized for export by the Government of the Russian Federation and used to carry out "Sea Launch" Project Activities.

4. "Spacecraft" – any spacecraft, groups of spacecraft, spacecraft systems or subsystems, spacecraft components (including satellites, groups of satellites, satellite systems or subsystems, and/or satellite components), and/or orbital transfer motors used to carry out "Sea Launch" Project Activities:

4.1. authorized by the Government of the Russian Federation for export and used to carry out "Sea Launch" Project Activities (hereinafter – "Russian Spacecraft");

4.2. authorized by the Government of the United States of America to carry out "Sea Launch" Project Activities (hereinafter – "U.S. Spacecraft").

5. "Payload Compartment" – the unit comprising nose fairing, spacecraft adapter, spacecraft installation truss or dispenser, adapter flare, flight avionics and instruments and/or their components authorized by the Government of the United States of America to carry out "Sea Launch" Project Activities.

6. "Russian Technological Equipment" – equipment, its units, systems and components, which are not part of Spacecraft, Launch Vehicles, Booster Units, and Payload Compartments, authorized for export by the Government of the Russian Federation and used directly to carry out "Sea Launch" Project Activities.

7. "Related Equipment" – support equipment, ancillary items, components, and spare parts thereof required to carry out "Sea Launch" Project Activities:

7.1. authorized by the Government of the Russian Federation for export and used to carry out "Sea Launch" Project Activities (hereinafter – "Russian Related Equipment");

7.2. authorized by the Government of the United States of America to carry out "Sea Launch" Project Activities (hereinafter – "U.S. Related Equipment").

8. "'Sea Launch' Complex" – the set of functionally interrelated facilities including the base port (its structures and premises), assembly and command ship, launch platform, and other facilities designed to carry out "Sea Launch" Project Activities.

9.1. "Technical Data" – information, in any form, including in oral form, other than publicly available information, that is required for the design, engineering, development, production, processing, manufacture, use, operation, overhaul, repair, maintenance, modification, enhancement, or modernization of:

9.1.1. Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, and Russian Related Equipment (hereinafter – "Russian Technical Data");

9.1.2. U.S. Spacecraft, Payload Compartments, and U.S. Related Equipment (hereinafter – "U.S. Technical Data").

9.2. Such information includes, but is not limited to, information in the form of blueprints, drawings, photographs, video materials, plans, instructions, computer software, and other documentation.

10. "'Sea Launch' Project Activities" – all actions within the framework of the "Sea Launch" Project:

10.1. from the initial technical discussions until completion or termination of the "Sea Launch" Project;

10.2. return of Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data to the territory of the Russian Federation or other location approved by the Government of the Russian Federation;

10.3. return, in the event of a failed launch, of any discovered and identified components and/or debris of Russian Components of the Launch Vehicles, Booster Units, and Russian Spacecraft to the territory of the Russian Federation or other location approved by the Government of the Russian Federation.

11. "Technology Security Plans" – any plans that are developed jointly by U.S. Consignees and Russian Consignees with, if necessary, the participation of natural or legal persons of third states or representatives of international organizations taking part in "Sea Launch" Project Activities, and are approved by the relevant agency or agencies of the Government of the United States of America and the Government of the Russian Federation and other relevant states before delivery of Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and/or Russian Technical Data to the territory of the United States of America, and which outline technology safeguards measures to be implemented during "Sea Launch" Project Activities, including in emergency situations.

12. "Russian Participants" – any natural or legal persons (including, but not limited to, Russian Consignees, their contractors, subcontractors, employees or agents), who conduct activities within the framework of the "Sea Launch" Project, other than U.S. Participants, whether persons of the Russian Federation or other persons, who have or could have access to U.S. Spacecraft, Payload Compartments, U.S. Related Equipment, and/or U.S. Technical Data, and are under the jurisdiction and/or control of the Russian Federation.

13. "U.S. Participants" – any natural or legal persons (including, but not limited to, U.S. Consignees, their contractors, subcontractors, employees or agents), who conduct activities within the framework of the "Sea Launch" Project, other than Russian Participants, whether persons of the United States of America or other persons, who have or could have access to Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and/or Russian Technical Data, and are under the jurisdiction and/or control of the United States of America.

14. "Russian Consignees" – any natural or legal persons issued export licenses pursuant to the laws and regulations of the Russian Federation to export Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and/or Russian Technical Data to the United States of America to participate in "Sea Launch" Project Activities.

15. "U.S. Consignees" – any natural or legal persons issued licenses pursuant to the laws and regulations of the United States of America to participate in "Sea Launch" Project Activities.

Article 3
General Provisions

1. This Agreement specifies the technology safeguards procedures to be followed for "Sea Launch" Project Activities, including procedures for controlling access to Russian Components of the Launch Vehicles, Booster Units, Spacecraft, Payload Compartments, Russian Technological Equipment, Related Equipment, and Technical Data. This Agreement shall apply to all phases of "Sea Launch" Project Activities, including activities at all facilities of U.S. Consignees and Russian Consignees, activities at all facilities under the jurisdiction and/or control of the United States of America, activities at all facilities under the jurisdiction and/or control of the Russian Federation and activities of U.S. Participants and Russian Participants. This Agreement shall also apply to all phases of transportation of Russian Components of the Launch Vehicles, Booster Units, Spacecraft, Payload Compartments, Russian Technological Equipment, Related Equipment, and Technical Data.

2.1. The Government of the United States of America shall take all necessary measures to prevent unescorted or unmonitored access by U.S. Participants, including through any technical means, to Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and/or Russian Technical Data, except as described in Article 4 and Article 7(2) of this Agreement or as authorized in advance by Russian export licenses or as otherwise authorized in advance by the Government of the Russian Federation.

2.2. The Government of the Russian Federation shall take all necessary measures to prevent unescorted or unmonitored access by Russian Participants, including through any technical means, to U.S. Spacecraft, Payload Compartments, U.S. Related Equipment and/or U.S. Technical Data, except as described in Article 4 and Article 7(2) of this Agreement or as authorized in advance by the Government of the United States of America.

3. For any "Sea Launch" Project Activities, the Parties shall take all necessary measures to ensure that:

3.1. Russian Participants retain control of Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian

Related Equipment, and Russian Technical Data, unless otherwise authorized by the Government of the Russian Federation;

3.2. U.S. Participants retain control of U.S. Spacecraft, Payload Compartments, U.S. Related Equipment, and U.S. Technical Data, unless otherwise authorized by the Government of the United States of America.

4. Each Party shall take all necessary measures to ensure, and where appropriate, shall ensure that all persons under the jurisdiction and/or control of the State of that Party who participate in or otherwise have access to "Sea Launch" Project Activities shall adhere to the procedures specified in this Agreement. In addition, the Parties shall take all necessary measures to ensure, and where appropriate, shall ensure that U.S. Participants and Russian Participants, respectively, comply with the obligations set forth in Technology Security Plans. In the event of conflict between the provisions of this Agreement and the provisions of any Technology Security Plan the provisions of this Agreement shall prevail.

5.1. In issuing export licenses, the Government of the Russian Federation shall require and the Government of the United States of America shall take all necessary measures to, and where appropriate, ensure that Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data:

5.1.1. shall be used by U.S. Consignees exclusively for the declared purposes;

5.1.2. shall not be modified or copied without the prior written consent of the Government of the Russian Federation;

5.1.3. shall not be re-exported or transferred to third persons without the prior written consent of the Government of the Russian Federation.

5.2. The Government of the Russian Federation shall have the right to verify, by means of inspections, the conditions of executing export licenses, the provisions of this Agreement, and the Technology Security Plans.

6.1. The Government of the Russian Federation shall use its best efforts to ensure continuity of the Russian export licenses and/or authorizations for the completion of the relevant operations during implementation of "Sea Launch" Project Activities. If the Government of the Russian Federation determines that any provision of this Agreement or Technology Security Plans for any "Sea Launch" Project Activities may have been violated, it may suspend or revoke any export licenses and/or authorizations for "Sea Launch" Project Activities.

6.2. In the event that any such export licenses and/or authorizations are suspended or revoked, the Government of the Russian Federation shall promptly notify the Government of the United States of America and explain the reasons for its decision.

6.3. In the event the Government of the Russian Federation revokes its export licenses, and/or authorizations, the Government of the United States of America shall not interfere with and, if necessary, shall facilitate the expeditious return to the territory of the Russian Federation or other location approved by the Government of the Russian Federation, in accordance with the Russian export licenses, of Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data that were brought into the territory of the United States of America.

7.1. The Government of the United States of America shall use its best efforts to ensure continuity of the U.S. licenses and/or authorizations for "Sea Launch" Project Activities. If the Government of the United States of America determines that any provision of this Agreement or Technology Security Plans for any "Sea Launch" Project Activities may have been violated, it may suspend or revoke any licenses and/or authorizations for "Sea Launch" Project Activities.

7.2. In the event that any such licenses and/or authorizations for "Sea Launch" Project Activities are suspended or revoked, the Government of the United States of America shall promptly notify the Government of the Russian Federation and explain the reasons for its decision.

8. With due respect for the purpose of this Agreement, the Parties agree that this Agreement shall not limit the authority of the Parties to take appropriate actions consistent with the laws, regulations, and policies of their respective States.

Article 4
Technical Data Authorized for Disclosure

1. Russian Technical Data

1.1. The Government of the Russian Federation shall authorize Russian Consignees to transmit only the following Russian Technical Data to the Government of the United States of America and/or U.S. Participants:

for Russian Spacecraft:

1.1.1. orbit parameters, launch window;

1.1.2. interface form, fit, and function technical data that describe mechanical and electrical mating parameters for attaching Russian Spacecraft to the Launch Vehicles and Booster Units;

1.1.3. dimensional values; mass; center of gravity; envelope type; dynamic loading; power usage/data on power stabilization; interface adapter requirements;

1.1.4. data pertaining to the existence or absence of devices and/or components using radioactive elements and/or ionizing, sonic, or electromagnetic radiation sources on Russian Spacecraft and/or as part of Russian Related Equipment;

1.1.5. data pertaining to explosion and fire safety and to the presence on Russian Spacecraft of elements that are toxic or otherwise hazardous to human life and health or the environment;

1.1.6. propellant parameters; operating frequency plans, including telemetry, tracking, and control; safety system information; test data; separation characteristics; data on Russian Technological Equipment and Russian Related Equipment; and test/flight and launch schedules;

for Booster Units, Russian Technological Equipment and Russian Related Equipment:

1.1.7. parameters of ascent trajectory and orbit achieved at the moment of separation of Spacecraft, injection orientation parameters, parameters of trajectory of Booster Units after they leave the target orbit;

1.1.8. data pertaining to the existence or absence of devices and/or components using radioactive elements and/or ionizing, sonic, or electromagnetic radiation sources on Booster Units and/or as part of Russian Technological Equipment and Russian Related Equipment;

1.1.9. data pertaining to explosion and fire safety and to the presence on Booster Units of elements that are toxic or otherwise hazardous to human life and health or the environment;

1.1.10. data pertaining to readiness for tests and launch of Booster Units, tests of Russian Technological Equipment and Russian Related Equipment; data pertaining to critiques, failures, and off-nominal situations;

1.1.11. data pertaining to Russian Components of the Launch Vehicles, Booster Units, Russian Technological Equipment and Russian Related Equipment necessary for integration with Launch Vehicles, Spacecraft, Payload Compartments, and U.S. and Ukrainian Technological Equipment;

1.1.12. results of integration of Booster Units, Russian Technological Equipment and Russian Related Equipment with Launch Vehicles, Spacecraft, Payload Compartments, and U.S. Related Equipment;

1.1.13. telemetry data for Booster Units and Russian Technological Equipment necessary for conducting post-flight analysis, and results of post-flight analysis;

1.1.14. parameters of Booster Unit propellant;

1.1.15. the rated values of the operating frequencies of telemetric and command-programming systems;

1.1.16. operational documentation for Booster Units and Russian Technological Equipment in the volume necessary for conducting joint operations in the process of preparation and launch;

1.1.17. sequence and results of planned flight events and on-orbit maneuvers to ensure the safety and reliability of Booster Units;

1.1.18. software and hardware test criteria, plans, procedures, analysis, and results for the flight safety system of Booster Units;

1.1.19. environments experienced by the flight safety system of Booster Units, for compliance with regulatory requirements, during flight, storage, handling, and transportation (environments include, but are not limited to, measurements of vibration, shock, acceleration, temperature, and pressure);

1.1.20. statistical data on Booster Units and flight safety system reliability.

1.2. The specific list and volume of Russian Technical Data to be transmitted shall be subject to approval by the authorized agencies of the Government of the Russian Federation designated in accordance with Article 9 of this Agreement.

1.3. Requests for the transfer of additional Russian Technical Data must be directed to the Government of the Russian Federation through the authorized agency of the Government of the Russian Federation designated in accordance with Article 9 of this Agreement.

1.4. Under this Agreement, it is not permitted, and the Government of the Russian Federation shall prohibit, Russian Participants from providing any assistance relating to the design, engineering, development, production, processing, manufacture, use, operation, overhaul, repair, maintenance, modification, enhancement, or modernization of U.S. Spacecraft and Payload Compartments, unless such assistance is specially authorized by the Government of the Russian Federation.

2. U.S. Technical Data

2.1. The Government of the United States of America shall authorize U.S. Consignees to transmit only the following U.S. Technical Data to the Government of the Russian Federation and/or Russian Participants:

2.1.1. orbit parameters, launch window;

2.1.2. interface form, fit, and function technical data that describe mechanical and electrical mating parameters for attaching Spacecraft and Payload Compartments to Launch Vehicles and Booster Units;

2.1.3. dimensional values; mass; center of gravity; envelope type; dynamic loading; power usage/data on power stabilization (including, but not limited to, those pertaining to Spacecraft and Payload Compartments), and interface adapter requirements;

2.1.4. data pertaining to the existence or absence of devices and/or components using radioactive elements and/or ionizing, sonic or electromagnetic radiation sources on Spacecraft and/or as part of U.S. Related Equipment;

2.1.5. data pertaining to explosion and fire safety and to the presence on Spacecraft of substances that are toxic or otherwise hazardous to human life and health or the environment;

2.1.6. propellant parameters; operation frequency plans, including telemetry, tracking, and control; safety system information; test data; separation characteristics; data on U.S. Related Equipment; and test/flight and launch schedules;

2.1.7. telemetry data for Spacecraft necessary for conducting post-flight analysis, and results of post-flight analysis; and

2.1.8. operational documentation related to procedures with the participation of Russian Participants.

2.2. Requests for the transfer of additional U.S. Technical Data must be directed to the Department of State of the United States of America.

2.3. Under this Agreement, it is not permitted, and the Government of the United States of America shall prohibit, U.S. Participants from providing any assistance relating to the design, engineering, development, production, processing, manufacture, use, operation, overhaul, repair, maintenance, modification, enhancement, or modernization of Launch Vehicles, Booster Units and Russian Spacecraft unless such assistance is specially authorized by the Government of the United States of America.

3. Uses of Technical Data and Provision of Information by Consignees

3.1. The Government of the United States of America shall not retransfer and shall prohibit the retransfer by U.S. Participants of any Russian Technical Data referred to in paragraph 1 of this Article without the prior written approval of the Government of the

Russian Federation. The Government of the United States of America shall not use and shall take all necessary measures to ensure that U.S. Participants do not use Russian Technical Data for purposes other than purposes specified in the Russian export licenses and/or authorizations of the Government of the Russian Federation for the retransfer.

3.2. The Government of the United States of America shall take all necessary measures to ensure that U.S. Consignees provide Russian Consignees with the necessary information specified in the U.S. licenses and/or information specified in the retransfer authorizations of the Government of the United States of America. The Government of the Russian Federation shall take all necessary measures to ensure that Russian Consignees provide the Government of the Russian Federation with the aforementioned information.

3.3. The Government of the Russian Federation shall take all necessary measures to ensure that Russian Consignees provide U.S. Consignees with the necessary information specified in the Russian export licenses and/or information specified in the retransfer authorizations of the Government of the Russian Federation. The Government of the United States of America shall take all necessary measures to ensure that U.S. Consignees provide the Government of the United States of America with the aforementioned information.

Article 5
Access Controls

1. For "Sea Launch" Project Activities, the Parties shall oversee and monitor implementation of Technology Security Plans. The Government of the United States of America shall permit and facilitate oversight and monitoring of "Sea Launch" Project Activities by the Government of the Russian Federation on the conditions stipulated by this Agreement.

2. The Parties shall take all necessary measures to ensure that only those Russian Participants whose authority to apply technology safeguards procedures has been approved by the Government of the Russian Federation shall, on a 24-hour basis, control access to Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data throughout launch preparations, transportation of Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment and Russian Technical Data, mating/demating, test and checkout, any Spacecraft launches and return of Russian Technological Equipment, Russian Related

Equipment and Russian Technical Data to the territory of the Russian Federation or other location approved by the Government of the Russian Federation.

3. The Government of the United States of America shall take all necessary measures to ensure that officials of the Government of the Russian Federation present at facilities of the "Sea Launch" Complex in connection with "Sea Launch" Project Activities shall have unimpeded access to conduct inspections at the facilities that are specially set aside for work with Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment and Russian Related Equipment, and to check at these facilities Russian Technical Data that is provided by Russian Consignees to U.S. Consignees. The Government of the Russian Federation shall have the right to inspect and monitor, including electronically through a closed-circuit television system and other electronic devices compatible with conditions for preparation and launch of Launch Vehicles and with launch safety requirements, all areas as set forth in the Technology Security Plans where Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data are located.

4. The Government of the United States of America shall give timely notice to the Government of the Russian Federation of any operations that may conflict with the access and observation control requirements specified by the Parties, in order to agree on suitable arrangements to safeguard Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data. The Government of the United States of America shall take all necessary measures to ensure that Russian Participants, whose authority to apply technology safeguards procedures has been approved by the Government of the Russian Federation, are not denied control of, access to, and monitoring of Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data and that such control and monitoring are not interrupted at any time.

5. Access to premises and areas that have been specially set aside exclusively for work with Russian Components of the Launch Vehicles, Booster Units and Russian Spacecraft shall be controlled by the Government of the Russian Federation or, as authorized in the Russian export licenses, by Russian Consignees.

6. In any instance in which Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and/or Russian Technical Data are present at facilities and areas controlled by the Government of the United States of America, the Parties shall ensure that Russian

Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and/or Russian Technical Data are accompanied and monitored by Russian Participants, whose authority to apply technology safeguards procedures has been approved by the Government of the Russian Federation.

Article 6
Processing Procedures

1. Fit Check and Mating of Spacecraft with Payload Compartments

The Parties shall take all necessary measures to ensure that U.S. Participants are permitted access to Russian Components of the Launch Vehicles, Booster Units and Russian Spacecraft only as needed for test validation of interfaces, including adapters, and that they are escorted and monitored at all times by only those Russian Participants whose authority to apply technology safeguards procedures has been approved by the Government of the Russian Federation.

2. Transportation

2.1. All transportation of Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data to or from the territory of the United States of America or to the launch site must be authorized in advance by the Government of the Russian Federation.

2.2. In the event of an accident or a crash of a vehicle transporting any Launch Vehicles, Russian Components of the Launch Vehicles, Booster Units, Payload Compartments, Spacecraft, Russian Technological Equipment, Related Equipment, and/or Technical Data within the territory of the State of either Party, the provisions of Article 7 of this Agreement shall apply, as appropriate.

3. Customs and Border Control

3.1. The U.S. Bureau of Customs and Border Protection shall inspect Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data transported to or from the territory of the United States:

3.1.1. in areas under the control of Russian Participants when necessary to facilitate the inspection;

3.1.2. with reasonable prior notice to Russian Participants;

3.1.3. in the presence of Russian Participants, unless exigent circumstances arise;

3.1.4. by means of visual observation and/or the least intrusive methods to avoid and minimize damage;

3.1.5. taking into account the necessity of maintaining the physical integrity of sealed containers and their contents;

3.1.6. taking photographic and video images only when necessary to ensure compliance with the laws and regulations of the United States of America and without the use of other means that could be used to reveal technical and technological characteristics and parameters of inspected Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data, and that the photographic and video images obtained would be handled according to the laws and regulations of the United States of America and placed within the custody of the U.S. Bureau of Customs and Border Protection;

3.1.7. so that transportation containers would be opened, when necessary, by Russian Participants in the presence of representatives of the U.S. Bureau of Customs and Border Protection;

3.1.8. on a priority basis and as soon as practicable;

3.1.9. in the presence of authorized representatives of the Government of the United States of America as part of inspection activities if U.S. Participants or Russian Participants make such a request.

3.2. Each Party shall use its best efforts to facilitate the entry into the territory of its State of Participants of the other Party for the purposes of "Sea Launch" Project Activities, including expediting appropriate visa processing.

4. Preparations at Facilities of the "Sea Launch" Complex

4.1. The Government of the United States of America shall take all necessary measures to ensure that U.S. Participants participate in unloading vehicles transporting Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and/or Russian Technical Data, and delivering sealed containers to the areas designated for the work with Russian Components of the Launch Vehicles, Booster Units, and Russian Spacecraft only if they are under the supervision of Russian Participants, whose authority to apply technology safeguards procedures has been approved by the Government of the Russian Federation.

4.2. The Parties shall permit only Russian Participants to add propellant to Booster Units and Russian Spacecraft and to test them at facilities of the "Sea Launch" Complex.

5. Procedures Following the Launch and/or the Completion of the "Sea Launch" Project

The Parties shall permit only Russian Participants to dismantle Russian Technological Equipment and Russian Related Equipment. Such equipment, together with Russian Technical Data, shall be returned to the territory of the Russian Federation or other location approved by the Government of the Russian Federation aboard vehicles authorized by the Government of the Russian Federation.

Article 7
Launch Failure, Delay, or Cancellation

1. Launch Delay or Cancellation

In the event of a launch delay or cancellation, access to Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and/or Russian Technical Data shall be monitored by Russian Participants. Russian Participants shall be present if Russian Spacecraft are exposed or removed from Payload Compartments after these Russian Spacecraft have been mated to the Payload Compartments. Such Russian Spacecraft shall be monitored and accompanied by Russian Participants during repair and remating to Payload Compartments, or return to the territory of the Russian Federation or other location approved by the Government of the Russian Federation. Russian Participants shall be present if Russian Components of the Launch Vehicles and/or Booster Units are exposed or removed from Launch Vehicles after such Booster Units have been mated to Launch Vehicles and/or such Russian Components of the Launch Vehicles have been mounted on Launch Vehicles. Such Russian Components of the Launch Vehicles and/or Booster Units shall be monitored and accompanied by Russian Participants during repair and remating to (mounting on) Launch Vehicles. The provisions of this Article shall be applied to any subsequent "Sea Launch" Project Activities.

2. Launch Failure

2.1. In the event of a launch failure, U.S. Participants and Russian Participants shall ensure that the search for and recovery of components and/or debris of Launch Vehicles, Booster Units, Payload Compartments, and Spacecraft proceed in accordance with this Agreement.

2.2. If there is reason to believe that such search and recovery efforts will affect the interests of a third state, the Parties shall consult expeditiously with the government of that

state regarding the coordination of procedures for conducting search operations, without prejudice to the rights and obligations of all concerned states existing under international law, including rights and obligations arising out of the Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space of April 22, 1968.

2.3. The identification of components and/or debris of Launch Vehicles, Booster Units, Payload Compartments and Spacecraft shall be conducted by U.S. Participants and Russian Participants jointly.

2.4. The Government of the United States of America shall take all necessary measures to ensure that Russian Participants-controlled "debris recovery sites" for the storage of identified components and/or debris of Russian Components of the Launch Vehicles, Booster Units, and Russian Spacecraft are located at the assembly and command vessel and/or base port and/or a location agreed to by the Parties. Access to these locations shall be controlled in accordance with the provisions of Article 5 of this Agreement, as appropriate.

2.5. The Government of the United States of America shall ensure the return of all identified components and/or debris of Russian Components of the Launch Vehicles, Booster Units, and Russian Spacecraft recovered by U.S. Participants to Russian Consignees, immediately after completion of the launch failure investigation.

2.6. The Parties agree to cooperate in resolving the issue of providing information necessary to determine the cause of the accident, and to authorize, by agreement with the authorized agencies of the Parties, through the issuance of licenses or permits, U.S. Consignees and Russian Consignees, respectively, to provide such information to the extent the national security interests and foreign policy of the respective States of the Parties permit.

2.7. The Parties shall, through their authorized agencies, conduct prompt consultations and develop mutually agreed procedures and methods, which could be used in the course of investigation of the causes of launch failure.

2.8. In the event of an incident or accident during the storage of or work with Launch Vehicles, Booster Units, Payload Compartments, Spacecraft, Russian Technological Equipment, Related Equipment and Technical Data, in the territory of the State of either Party, the provisions of this Article shall apply, as appropriate.

Article 8
Settlement of Disputes

Any dispute between the Parties regarding the interpretation and implementation of this Agreement shall be resolved by consultations through diplomatic channels.

Article 9

Authorized Agencies

1. In order to facilitate proper implementation of this Agreement and the accomplishment of its objectives, each Party shall designate its authorized agencies to carry out its obligations under this Agreement.

2. The Government of the Russian Federation hereby designates the Federal Space Agency and the Ministry of Defense of the Russian Federation as its authorized agencies.

3. The Government of the United States of America hereby designates the Department of State and the Department of Defense as its authorized agencies.

4. A Party may replace its designated authorized agency (agencies) by written notice to the other Party through diplomatic channels.

Article 10

Relation to Other Agreements

Cooperation under this Agreement shall take place without prejudice to the Parties' fulfillment of obligations under other international agreements to which they are party.

Article 11

Entry into Force, Duration and Termination

1. This Agreement shall be applied provisionally as of the date of signature and shall enter into force upon exchange of diplomatic notes confirming that all relevant domestic procedures and requirements necessary for the entry into force of this Agreement have been fulfilled by the Parties. This Agreement shall remain in force until completion or termination of the "Sea Launch" Project, and the return of Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data to the territory of the Russian Federation or other location approved by the Government of the Russian Federation.

2. This Agreement may be amended by written agreement between the Parties. Amendments shall enter into force in accordance with the procedure established by paragraph 1 of this Article.

3. This Agreement may be terminated by either Party upon the expiration of twelve months from the date of the written notification of its intentions to terminate this Agreement to the other Party.

4. The obligations of the Parties set forth in this Agreement concerning security, disclosure and use of information, and preclusion of unauthorized access to Russian Components of the Launch Vehicles, Booster Units, Russian Spacecraft, Russian Technological Equipment, Russian Related Equipment, and Russian Technical Data, and return thereof as a result of a delayed or cancelled launch to the territory of the Russian Federation or other location approved by the Government of the Russian Federation, and preclusion of unauthorized access to U.S. Spacecraft, Payload Compartments, U.S. Related Equipment, and U.S. Technical Data, and return thereof as a result of a delayed or cancelled launch to the territory of the United States of America or other location approved by the Government of the United States of America, or return to such locations of components and/or debris thereof resulting from a failed launch, incident or accident, shall continue to apply after the expiration or termination of this Agreement.

Done at Washington, this 21st day of March in the year 2006, in duplicate, each in the English and Russian languages, both texts being equally authentic.

Robert Joseph

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE RUSSIAN FEDERATION: